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results in a loss of the business, compensation for which would be determinable solely by conjecture. In one sense, this may not be irreparable injury; but in the legal sense it is, and will authorize the interference of a chancellor. Equity will interfere when the injury threatened would occasion damages estimable only by conjecture, and not by any accurate standard (*Commonwealth v. Pittsburgh & C. R. Co.*, 24 Pa. 159, 62 Am. Dec. 372), or would be ruinous to the property in the manner in which it has been enjoyed, and would permanently impair its future enjoyment (*Jerome v. Ross*, 11 Am. Dec. 484; *Echelkamp v. Schrader*, 45 Mo. 505; *City of Frederick v. Groshon*, 96 Am. Dec. 591; *Ryan v. Brown*, 100 Am. Dec. 154)."

See *ante*, p. 686. On the subject of machinery as fixtures, see *Haskin Wood etc. Co. v. Cleveland etc. Co.*, 94 Va. 439.

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EQUITY — RESCISSION — LACHES.—Where a party desires to rescind upon the ground of mistake or fraud, he must upon discovery of the facts, at once announce his purpose and adhere to it. Complainant endorsed a note at the instance of the maker and a bank to which he was indebted. A week later he discovered that the debt had been incurred by reason of criminal acts of the maker. Complainant thereafter renewed his indorsement upon the note from time to time during a period of three and a half years. Upon the death of the maker, demand was made by the holder, payment refused and suit in equity brought to cancel the note. *Held*, that complainant is barred by laches. *Dunn v. Columbia Nat. Bank* (Pa.), 53 Atl. 519. Citing *Grymes v. Saunders*, 93 U. S. 55; *Inlow v. Christy*, 187 Pa. 186.

Per McCollum, C. J:

"It seems quite clear that while the plaintiff, if he had acted promptly, might have set aside his endorsements on the notes for the reason that he was entitled to all information that the bank had, he may not do it after the lapse of so long a period, in view of his repeated acts of affirmance and the new contracts which he has entered into on the same subject-matter, with full knowledge of all the facts during that time."

The Virginia reports abound in cases illustrating the principle that one who desires to rescind a contract for fraud or mistake must act with promptness. See *Hudson v. Waugh*, 93 Va. 518, and cases cited; *Trammell v. Ashworth*, 99 Va. 646.

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EQUITY — CONFLICT OF LAWS — PROPERTY BEYOND STATE — INJUNCTION.—While the situs of the property in dispute is in another State and a decree of the court of the State rendering it cannot operate upon or directly affect it, nevertheless a court of equity, having jurisdiction of all the parties, can determine their rights to the property and by proper process enforce them *in personam*. Where defendant, a citizen of Pennsylvania, made a conditional sale of a refrigerating plant to a brewery company in New York, but did not record the agreement, as required by the laws of New York, and the brewery was afterwards mortgaged and the mortgage assigned to a citizen of Pennsylvania, it was *Held*, that the latter was entitled to an injunction from the courts of Pennsylvania to prevent the defendant from removing the machine in the New York brewery. *Schmalz v. York Mfg. Co.* (Pa.), 53 Atl. 522. Citing *Penn. v. Lord*